

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF ILLINOIS

JOSEPH LUCAS,)
)
Plaintiff,)
)
v.) Case No. 3:23-cv-56
)
BLANKENSHIP CONSTRUCTION CO.;)
DOUG BLANKENSHIP; and)
NATHAN MARLEN,)
)
Defendants.)

**DEFENDANTS BLANKENSHIP CONSTRUCTION CO. AND
DOUG BLANKENSHIPS COMBINED RESPONSE TO
PLAINTIFF JOSEPH LUCAS'S INTERROGATORIES**

COMES NOW, Defendants Blankenship Construction Co., and Doug Blankenship's combined Answers to Plaintiff Joseph Lucas's First Set of Interrogatories, by and through his counsel, Thomas G. DeVore, and the Silver Lake Group, Ltd., and hereby state as follows:

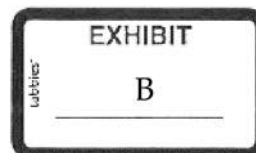
INTERROGATORIES

1. Please identify by name, address, and telephone number each and every one of your employees or agents (including Doug Blankenship) who entered onto the Lucas Property at any time between January 1, 2020 and the present. For each person listed, please identify the dates that the person entered onto the property and the purpose for which the person entered.

ANSWER:

Douglas Blankenship
1910 Snow Cemetery Avenue
Mulberry Grove, IL 62262
[REDACTED]

Met with Plaintiff on or about February 2022 to discuss the removal of the concrete structure and entered into an agreement to perform certain services on behalf of Plaintiff.



Barry Matthews
1984 North 100 Street
Vandalia, IL 62471
[REDACTED]

In the Spring of 2022, Barry helped Rex Moreland perform the services on the Lucas Property which were agreed to between Doug and Plaintiff.

Rex Moreland
Deceased

He entered upon the property and did the removal of the concrete structure referred to in this matter on or about Summer of 2021.

He also entered upon the Lucas property by agreement with Lucas on or about the Spring of 2022 to perform the agreed upon services as further outlined herein.

2. Please provide a description of all services that you have performed on behalf of, or at the request of, Nathan Marlen at any time between January 1, 2020 and the present.

ANSWER:

Doug Blankenship, on behalf of Blankenship Construction Co. agreed to complete drainage work on the Marlen property. This drainage work included the removal of an old concrete structure which was in years past erected by the Marlen family which was now impeding the natural flow of drainage on the Marlen property. The concrete structure was later determined to be located within the drainage easement of the local drainage district boundaries on the Lucas property.

3. Please provide a description of all services that you have performed at Plaintiff's request at any time between January 1, 2020 and the present.

ANSWER:

As more fully explained in the Defendants answer and affirmative defenses, in the Spring of 2022 there was an agreement reached by Plaintiff as well as Doug Blankenship, on behalf of

Blankenship Construction Co., wherein Defendant performed services on behalf of Plaintiff to install a crossing, seed the area, and haul off debris, trees. This was expressly agreed upon in exchange for the removal of the concrete structure. While Defendants maintain the removal of the concrete structure was authorized by law, they nonetheless entered into this agreement with Plaintiff's to be neighborly. The agreement was fully performed.

4. Please identify all statements that Plaintiff has made to you with respect to the Lucas Property.

ANSWER:

Plaintiff and I met early Spring 2022, discussed the Plaintiff's perceived problem in regard to the removal of the concrete structure. An oral agreement was made and a between the Plaintiff and Doug Blankenship/Blankenship Construction to, *inter alia*, install a culvert in the ditch for a UTV crossing. As agreed, upon by Plaintiff and Doug Blankenship/Blankenship Construction and witnesses. After this time, I have not had any communication with the Plaintiff.

5. Please identify all statements that Nathan Marlen has made to you with respect to the Lucas Property.

ANSWER:

- 1) Nathan Marlen stated to me that Joe Lucas was upset and gave me Joe Lucas phone number for me to contact him.
- 2) After I entered into an agreement with Joseph Lucas, I informed Nathan Marlen that the matter had been resolved.
- 3) Any other conversations about the matter which I may have had with Nathan Marlen, I can't recalled if any.

6. Please identify all instructions or directives that you received from Marlen

regarding the Lucas Property.

ANSWER:

NONE

Respectfully submitted,

/s/ Thomas G. DeVore
IL Bar No. 06305737
Silver Lake Group, Ltd.
560 Suppiger Way
Highland, IL 62249
618-664-9439
tom@silverlakelaw.com

CERTIFICATE OF SERVICE

I certify that the Defendant's Blankenship Construction Co. and Doug Blankenship sent a copy of this document to the parties listed below by email on July 28, 2023.

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/s/ Thomas G. DeVore

Thomas G. DeVore

DEFENDANT'S SWORN STATEMENT

STATE OF IL)
)
COUNTY OF Bond) SS

I, Doug Blankenship & Blankenship Construction, of lawful age, being first duly sworn upon my oath, states that I have read and understood the foregoing Interrogatories and that the Answers thereto are true and complete to the best of my knowledge, information, and belief.


Doug Blankenship & Blankenship Const.

Subscribed and sworn to before me this 2 day of August 2023.




Notary Public